

ATTACHMENT 1

> NOS MÉTIERS

- Production d'électricité
- Négocier d'énergie sur les marchés de gros
- Commercialisation d'électricité
- Gestion et exploitation de réseaux de transport et de distribution d'électricité
- Commercialisation de gaz en Italie, en Allemagne et au Royaume-Uni. Activité en développement en France
- Services énergétiques

> NOS PRIORITÉS

- Proposer une offre énergétique élargie, compétitive et adaptée à chaque type de clientèle
- Développer des services de maîtrise de l'énergie
- Renforcer les coopérations internes au groupe EDF
- Faire évoluer le portefeuille des participations du Groupe pour développer sa rentabilité et assurer son futur à long terme

> NOS VALEURS

- Respect de la personne
- Respect de l'environnement
- Performance
- Solidarité
- Intégrité

> BRANCHE ASIE-PACIFIQUE

Chine

- > Production : FGLC 720 MWe installés

Vietnam

- > Construction d'une centrale à cycle combiné mise en service en 2004

Laos

- > Projet de grand hydraulique en développement, mise en service en 2008

- > Vente de services d'ingénierie et de conseil (nucléaire, hydraulique, thermique à flamme, transport "city management")

> BRANCHE AMÉRIQUES

Argentine

- > Vente, distribution d'électricité
 - Edenor : 2 310 474 clients
 - Edemsa : 313 007 clients
- > Production hydroélectrique indépendante
- > Transport de l'énergie

Brésil

- > Vente, distribution d'électricité
 - Light 3 350 037 clients
- > Production hydroélectrique : 852 MWe installés

Mexique

- > Production thermique indépendante
 - Anahuac 495 MWe installés
 - Sotillo 248 MWe installés
 - Altamira 495 MWe installés
- > Transport du gaz

- > Vente de services d'ingénierie et de conseil (hydraulique, thermique à flamme)

13

> BRANCHE DÉVELOPPEMENT

Regroupement des activités liées aux énergies renouvelables à la propriété à la distribution non nationalisée aux transports électriques et aux activités émergentes "business innovation". EDEV rassemble ses filiales dont Électricité de Strasbourg, TIRU, SIF Energies, EnXco (États-Unis - 105 MWe, 94 salariés)

> DALKIA

Filiale commune EDF (34 %) et Veolia Environnement (66 %) leader européen des services énergétiques aux collectivités et aux entreprises industrielles et tertiaires. La contribution de Dalkia à l'activité d'EDF se fait essentiellement au travers de Dalkia International et Dalkia Investissement.

ATTACHMENT 2

2. Significant events of 2004

The EDF Group serves 42.1 million customers, with its generating plants supplying more than 20% of the requirements of the 15 pre-2004 EU countries. It occupies a key position in transmission and distribution networks.

The Group's objective, as reaffirmed at the end of 2004, is to build up a dynamic, profitable energy group with a solid base in France and Europe.

EDF's strategy is to achieve a well-balanced distribution of its activities between four areas:

- integrated generation and supply/sales services: the reorganisation of the British market provides the best example;
- regulated and deregulated activities with a balanced risk-return profile that is attractive to investors;
- gas and electricity services, with natural gas supply synergies making combined offers possible;
- equally balanced French and international activities centred geographically in Europe.

2.1 France

The law of 9 August 2004 changed the status of EDF and required its transmission operation business, as currently carried out by the *Réseau de transport d'électricité* (RTE), to be transferred to a subsidiary. In preparation for the IPO announced by the government, this law abolishes the principle of specialisation restricting EDF in France to the electricity business, reforms the financing of the pension system and clarifies the boundaries between the transmission and distribution networks.

The total opening of the market for French business customers to competition was the other major event of the year. This brought about significant changes in organisation, particularly for the distribution activity: the split between the supply of electricity and the operation for the distribution network is designed to guarantee all actors equal access to the network, without losing the most important synergies gained through past joint operation. "French regulated" operations are therefore split into three Divisions: EDF Distribution Network, Island Power Systems and Local Development Market and EDF Gaz de France Distribution, the joint operator with Gaz de France. On a commercial level, for a more flexible response in the face of competition, EDF launched two new brands: *EDF Pro*⁽¹⁾ and *EDF Entreprises*⁽¹⁾ for professional and business customers respectively.

(1) European Pressurized Reactor

Concerning production, an agreement running until 2007 was signed with AREVA for reprocessing of used nuclear fuel from EDF's power plants.

EDF considers continuation of the nuclear option as a strategic solution, providing an economically efficient way to meet future economic needs in the long term without contributing to the greenhouse effect.

The Group therefore decided in 2004 to launch an EPR⁽¹⁾ nuclear reactor project with a view to renewing existing generation plant.

Following negotiations with workforce representatives, five company-level agreements were signed, as well as one at Group level. The pension financing reform was finalised. EDF management has undertaken to recruit 3,500 new staff to its core activities between June 2004 and December 2005, in view of the large number of retirements expected in the next few years.

The "Altitude 7500" performance improvement plan launched in late 2004 is designed to improve competitiveness and profitability by stabilising total French personnel expenses and general purchasing expenses in real terms, through synergies built on additional upstream/downstream optimisation and reducing working capital requirements. This will give the Group more room for financial manoeuvre (+€7.5 billion).

2.2 Other European countries

United Kingdom

EDF Energy, a wholly-owned EDF subsidiary and the leading distributor with 5 million customers, operates in a totally deregulated market. In 2004, high rises in energy prices affected the company's purchases and sales.

Meanwhile, EDF Energy continued to successfully apply its rationalisation programme launched in 2003.

Germany

EnBW, Germany's third-largest electricity company with 5.4 million customers, achieved significant increases in profit, largely thanks to its "Topfit" productivity improvement programme. The social aspect of this programme was finalised in late January 2004.

As part of its strategy to refocus on core activities, EnBW sold off its interest in Hidrocarburo and non-strategic investments during the year.

ATTACHMENT 3

Articles of incorporation EDFINA, Inc

ARTICLES OF INCORPORATION
OF
ELECTRICITÉ DE FRANCE INTERNATIONAL
NORTH AMERICA, INC.

TO: Department of Consumer and Regulatory Affairs
Corporation Division
614 H Street, N.W.
Washington, D.C. 20001

We, the undersigned natural persons of the age of eighteen years or more acting as incorporators of a corporation under the BUSINESS CORPORATION ACT (D.C. Code, 1981 edition, Title 29, Chapter 3), adopt the following Articles of Incorporation:

FIRST: The name of the corporation is: Electricité de France International North America, Inc.

SECOND: The period of its duration is perpetual.

THIRD: The purposes for which the corporation is organized are to perform market studies, to locate clients, customers and other parties to work with and sell to, to engage in international business, to import technology, know how, goods and services into the United States, and to import or obtain, but not to render directly, engineering and engineering services;

To apply for, obtain, register, purchase, lease, or otherwise acquire, and to hold, exploit, use, operate and introduce, and to sell, assign, or otherwise dispose of any trademarks, trade names, service marks, copyrights, patents, inventions, improvements, and processes used in connection with the corporation;

To develop, design, manufacture, produce, build, purchase, sell, transfer, lease, assign, pledge, mortgage, grant licenses and rights in respect of, own, operate, hold, enjoy, or otherwise, acquire, use, dispose of or deal in products, devices, processes, apparatus, machinery, equipment, supplies, goods, merchandise, buildings, plants, factories, or other property of any and every kind capable of being used in connection with the corporation;

To investigate, develop, consummate, undertake and carry on any enterprise, business, transactions, or operation, commonly carried on or undertaken by contractors, syndicates, merchants, importers or exporters, and to acquire the good will, rights and property, and to acquire all or part of the assets and to assume all or any part of the liabilities of any person, firm, association, or corporation, and to pay for the same in cash, stock, bonds, or notes, or otherwise, and generally, to institute, enter into, carry on, assist, promote and participate in financial, commercial, mercantile, and other business, works, contracts, undertakings and operations, but only to the extent permitted by law;

To carry on, and license others to carry on all or any part of the several businesses enumerated in this paragraph, to wit: the business of manufacturers, merchants, traders, importers, exporters, and dealers in and with goods, wares and merchandise of every description; of establishing, developing, operating and carrying on industrial, commercial, construction, trading, manufacturing, mechanical, metallurgical, building, electrical, research and development, contracting, mining, smelting, quarrying, refining, chemical, logging, lumbering, and agricultural undertakings, propositions, concessions or franchises in all their respective branches; and also, so far as necessary or incidental to, or connected with any or all of the corporate purposes, to undertake any lawful business transaction or operation undertaken or carried out by manufacturers, merchants, traders, commission men and agents;

To enter into any lawful arrangements for sharing profits, union of interest, reciprocal concession or cooperation, with any corporation, association, partnership, syndicate, entity, person or governmental, municipal or public authority, domestic or foreign, in the carrying on of any business which the corporation is authorized to carry on or any business or transaction deemed necessary, convenient or incidental to carrying out any of the purposes of the corporation; to create and/or participate with other corporations, individuals, and/or entities for the performance of all undertakings, as partner, joint venturer, or otherwise, and to share or delegate control therewith or thereto.

To enter into and perform contracts; to acquire rights of all kinds and related and other interests; to

acquire, use, deal in and with, encumber and dispose of real and personal property without limitation including obligations and/or securities; to borrow and lend money for its corporate purposes; to invest and reinvest its funds, and take, hold and deal with real and personal property as security for the payment of funds loaned or invested, or otherwise; to vary any investment or employment of capital of the corporation from time to time;

To purchase (or otherwise acquire), hold, sell, retire, reissue or otherwise dispose of shares of its own stock of any class in any manner now or hereafter authorized by law, and to pay therefor, with cash or other property.

To borrow or raise money and to issue bonds, debentures, notes or other obligations of any nature (and in any manner permitted by law) including obligations convertible into stock of the corporation, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and to secure the payment thereof, and of the interest thereon, by mortgage upon, pledge, conveyance or assignment of trust of, the whole or any part of the property of the corporation, real or personal, including contract rights, whether at the time owned or thereafter acquired; to sell, pledge, discount or otherwise dispose of such bonds, debentures, notes or other obligations of the corporation.

To pay pensions and establish and carry out pension, profit sharing, stock option, stock purchase, stock bonus, retirement, benefit, incentive or commission plans, trusts and provisions for any or all of its directors, officers and employees, and for any or all of the directors, officers, and employees of its subsidiaries; and to provide insurance for its benefit on the life of any of its directors, officers or employees, or on the life of any stockholder for the purpose of acquiring at his or her death shares of its stock owned by such stockholder;

To invest in and merge or consolidate with any corporation in such manner as may be permitted by law; to aid in any manner any corporation whose stocks, bonds or other obligations are held or in any manner guaranteed by this corporation, or in which this corporation is in any way interested; to do any other acts or things for the preservation, protection,

improvement or enhancement of the value of any such stock, bonds or other securities; and while owner of any such stock, bonds or other securities to exercise all the rights, powers and privileges of ownership thereof, and to exercise any and all voting powers thereon; and to guarantee the indebtedness of others and the payment of dividends upon any stock, the principal or interest or both of any bonds or other securities, and the performance of any contracts;

To have and to exercise all the powers conferred by the laws of the District of Columbia upon corporations organized under the District of Columbia Business Corporation Act.

To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporations, firms, partnerships or individuals, and to do every other act and thing incidental or appurtenant to or growing out of or connected with the aforesaid business or powers or any part or parts thereof, to the extent permitted by the laws of the District of Columbia, and to do all such acts and things and conduct business and have one or more offices and exercise its corporate powers in any and all places within the United States and elsewhere throughout the world, without limitation.

ATTACHMENT 4

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

IN THE MATTER OF)
)
CATHERINE GAUJACQ)
)
Plaintiff,)
) CIVIL ACTION NO:
v.) 1:05CV0969 (JGP)
)
ELECTRICITE DE FRANCE)
INTERNATIONAL NORTH AMERICA)
INC., et al)
)
Defendants.)

DEPOSITION OF YANN LAROCHE

Friday, April 21st, 2006
at 8.30 am

Taken at the offices of:

Gide Loyrette Nouel
26, cours Albert 1er
Location 4
75008, Paris
France

10:21:34 1 At the same time, the worldwide energetic scene was being
2 restructured, and tried to adapt to new strategies.

3 All of this meant that EDF felt that it needed to
4 send to the United States a representative that would not
10:21:54 5 only be high-ranking but would have the capacity of dealing
6 with all of these subject matters and follow them all
7 closely. This is precisely what led to the appointment of
8 Mr. Nadal, who was appointed to the job in Washington as
9 general delegate of EDF for the United States.

10:22:20 10 Q What was Catherine Gaujacq not capable of
11 doing that Christian Nadal was capable of doing for the
12 strategy for EDF for EDFINA?

13 A. Again, you see, Catherine Gaujacq, being who
14 she was and being somebody who ranked R3, I have, as
10:25:53 15 I indicated earlier, no specific knowledge either of her
16 performance or the results that were obtained under her
17 management period of time. But I would say that
18 Catherine Gaujacq was certainly deemed to be competent in
19 the nuclear field. I can't remember exactly, but I seem to
10:26:20 20 remember that she was involved in a nuclear project in the
21 United States, the name of which escapes me as I speak now.

22 But what the group management actually wanted was
23 someone who would guarantee that high-level relations could
24 be established with the various parties, such as, of course,
10:26:44 25 American companies, also global energetic operations,

10:53:11 1 the context of all of this? What was not being done between
2 2000 and 2004, while Catherine Gaujacq was the President,
3 that was now going to be done as part of the mission of
4 EDFINA?

10:53:53 5 MR. CLARK: Objection to form.

6 A Again, between 2000 and 2004, as I indicated
7 earlier, I have no detail at my disposition, but I cannot
8 say anything about Catherine Gaujacq's performance, nor can
9 I say that she did not perform.

10:56:44 10 But in 2003 the company wished to evolve, and it
11 had the feeling that it needed to adopt or move to another
12 stage of its development, as I indicated earlier. And one
13 can say that there were several periods of time, if you
14 like. From 2000 to 2003, as I know, there was absolutely no

10:57:21 15 reason to criticize Catherine Gaujacq for anything she had
16 done, certainly not anything she did in the nuclear field.
17 But towards the end of 2003 the group merely had the feeling
18 that it should in fact give a greater bearing to its
19 activities in the United States, and therefore that it

10:57:44 20 needed to appoint a high-ranking manager -- which, by the
21 by, was not incompatible with the remaining presence of
22 an R3 manager who was already on the spot -- since of course
23 within the group over the years there have been constant
24 evolutions, whether it be concerning its activities in

10:58:10 25 France or abroad. I would say that this is a totally common

11:45:40 1 the situation and an annual interview, sometimes taking
2 place twice a year, depending.

3 As far as high-ranking staff are concerned, and of
4 course this would apply to R1, traditionally this interview
11:45:58 5 is informal In parallel to this there is a review of the
6 performance of the staff in question, which could be done on
7 a quarterly basis, twice a year, or a monthly basis,
8 depending on the importance of the unit concerned.

9 To put it this way, the meeting between a boss --
11:46:19 10 let's call him N -- and all of the people that report to
11 him -- who would be N minus 1 -- would equally take place on
12 a regular basis, and this would mean that all of the
13 achievements or accomplishments of N1 would be compared to
14 the objectives as set at the beginning of the year, thus
11:46:46 15 giving an assessment of the accomplishment of the employee
16 in question.

17 This system was actually put in place back at the
18 beginning of 2002, when the group was reorganized.

19 Q. So what has Christian Nadal accomplished since
11:47:11 20 he has been President of EDFINA?

21 A. Obviously, if you wish to obtain a detailed
22 answer to your question you would have to turn to his direct
23 manager, because I was never party to these performance
24 reviews as I have just depicted them. But I can say that
11:49:06 25 within the group -- and that applies to R1-ranking staff

11:52:30 1 staff and his supervising manager, but this does not
2 necessarily lead to a written report.

3 Q. Have you ever seen a written performance
4 review on Christian Nadal?

11:53:43 5 A No, I only see written reports of that type
6 when naturally I have drafted them myself, concerning some
7 of my reporting staff; and also when we have performance
8 review meetings. For instance, during the meeting of the
9 executive committee, the members of the executive committee
11:54:08 10 might come with their own documents, but I neither see them
11 nor check them; it does not come within my purview.

12 Q. Are you able to tell me anything specific
13 about the accomplishments of Christian Nadal since he became
14 President of EDFINA with respect to strategic thinking,
11:54:25 15 high-level contacts, or any other measurement of
16 performance?

17 MR. CLARK: Objection to form.

18 A. I don't totally understand the word
19 "specific". What do you mean by "specific"?

11:55:09 20 Q. Any detail, anything specific to his job
21 performance; not generally.

22 A Well, you need to understand that my mission,
23 my responsibility is that of a general manager. I belong to
24 the top four managers of the group, as I explained earlier,
11:57:33 25 so it is certainly not within my purview to check all the

11:57:38 1 writings or reports that are written on the various
2 managers.

3 Now, as far as R1 managers are concerned, we hold
4 regular meetings, for instance within the meetings of the
11:57:50 5 executive committee, where we take this opportunity to
6 review the performance. In fact what happens is that each
7 of the members of the executive committee gives a report on
8 the R1 staff under their responsibility. Of course so to do
9 they have all sorts of elements at their disposal.

11:58:14 10 Now, during these meetings that took place during
11 the period of time that you are interested in, I have always
12 heard information or opinions that were positive concerning
13 the strategic reflection or high level contacts, whatever
14 else you put in your list of questions, concerning the
11:58:37 15 missions that have been entrusted to Christian Nadal, and
16 I certainly never heard a negative comment.

17 Q. Can you tell me any strategic strategy that
18 Christian Nadal implemented since he has been President of
19 EDFINA?

11:58:59 20 MS. HOGUET: I object to the form of the question.

21 A. I think I have to make things absolutely
22 clear. I am not N plus 1 vis-à-vis Christian Nadal; in
23 other words, I am not the person he reports to directly. It
24 is up to that person to assess the added value which is
12:00:29 25 contributed by Christian Nadal in his position and his

15:18:59 1 of these categories there are 1, 2 or 3, different levels

2 Now, when you refer to D1 concerning your example,

3 I do not know whether this "D" corresponds to "dominate", ie

4 the second tier, or to the third one, "dépasser".

15:19:29 5 Q. Do you know what Catherine Gaujacq's

6 performance evaluation ratings were while she was President

7 of EDFINA?

8 A. No, I have no knowledge of that. As

9 I indicated to you earlier, that are hundreds of employees

15:20:15 10 that rank R3, and there's no way I could have any precise

11 knowledge of who ranks what.

12 Q. I'm going to show you what has been marked as

13 deposition Exhibit 3.

14 (Exhibit LAROCHE 3 marked for identification)

15:20:35 15 MS. HOGUET: The document has "19" on it, so

16 I think you mean it has been marked 3 today.

17 Q. Do you recall receiving this document?

18 A. Can I look through it? The second page is

19 a translation?

15:22:12 20 MS. BREDEHOFT: Yes.

21 A. This dates back a long time, since it dates


22 back to 2004. But as I indicated earlier, I keep all of my

23 mails so I must have read it. This one in particular is

24 very explicit, since it concerns an R1, Mr. Nadal, that it

15:23:07 25 was CC'ed to Mr. Ponasso and even to Mr. Métais. So, yes,

ATTACHMENT 5

 <p>BRANCHE AMERIQUES BRANCH AMERICAS</p>	FAX	Date: 2/10/06 Total Pages: 4 (four)
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FROM

Name: Fernando PONASSO
Phone: (+54 11) 41 32 85 01
Fax: (+54 11) 41 32 85 61
Re: Washington

TO

Name: M. Gérard CREUZET
DGO
Phone: 33 1 40 42 74 18
Fax: 33 1 40 42 17 94

Dear Gérard,

I think this is what triggered the situation
Best regards,

Fernando

EDF 001038

De: <EDFINACG@aol.com>
A: <fponasso@edfamericas.com>
Fecha: 09/07/2004 16:33
Tema: edfina confidential

Dear Fernando,

Sorry to bother you with the daily operations of EDFINA. However, I think you should know about the attached letters all dated June, 18th. I received mine at home at the end of June.

I discovered the others thanks to the audit at EDFINA this week. These decisions are not in compliance with the Board decisions dated June, 1st. They prevent me from doing my job as Vice President of the company. They were not justified by any fact that I'm aware of. I was also removed from the list of officers of the company at the Bank of EDFINA without justification or even information. These facts are discriminatory in regard of my position, as compared to the situation of Benoit Dreux. I wanted you to know about that. I'm sure you've got a lot of more important stuff to deal with but these are important for me.
Best regards,
catherine

The information contained in this message is confidential and is intended for the addressee(s) only. If you have received this message in error please notify the originator immediately. The unauthorized use, disclosure, copying or alteration of this message is strictly forbidden.

Catherine GAUJACQ
Vice President
EDF International North America, Inc
suite 509
1730 Rhode Island Avenue, NW
WASHINGTON DC 20036
tel 202 429 2527
fax 202 429 2532
e-mail: cgaujacq@edfina.com or edfinacg@aol.com

EDF 001039

ELECTRICITÉ DE FRANCE INTERNATIONAL
NORTH AMERICA, INC.

June 18, 2004



COPY

ATTN: Ms. Catherine Gaujacq, Vice President
Mr. Benoit Dreux, Vice President

RE: Officer Transition

Dear Ms. Gaujacq and Mr. Dreux,

In order to facilitate the smooth transition of officers, I would like to review the following policies and practices of Electricité de France, International North America ("EDFINA") with respect to the offices of President and Vice-President.

Only the President is permitted to enter into contracts with third parties on behalf of EDFINA; make representations and/or warranties on behalf of EDFINA, or incur expenses on behalf of EDFINA. In the President's absence, the above transactions may be carried out by either Vice-President upon the express written consent of the President. The President's consent, however, is not necessary for either Vice-President's use of their corporate credit cards for the incurrence or reimbursement of daily expenses. If any electronic payment is needed for corporate expenses, the Assistant will use the President's credit card for such purpose, as usual.

In addition, it is the duty of the President to supervise the daily operations of EDFINA, including all operations of Electricité de France in the United States and Canada. Therefore, it is important that the President is kept informed of the status of all pending or current contract negotiations and agreements involving Electricité de France in the United States or Canada. All files, letters, contracts, correspondence, bills, and similar documents must be maintained at the principal office of EDFINA, International North America in Washington, D.C. Mail directed to EDFINA should also be delivered to and maintained at the principal office in Washington, D.C., including a copy of important emails and other relevant pieces of informal information.

For convenience and efficiency, all publications, reviews, newspapers (in print or electronically) must be delivered to the office of which they are to be redistributed.

Sincerely,

Electricité De France International North America
Christian Nadal, President

ELECTRICITÉ DE FRANCE INTERNATIONAL
NORTH AMERICA, INC



COPY

Via Hand Delivered
Electricité De France
International North America
1730 Rhode Island Ave., NW
Suite 509
Washington, DC 20036
ATTN: Mr. Benoit Dreux, Vice President

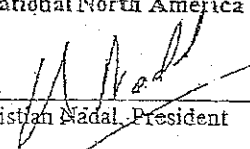
June 18, 2004

Re: Delegation of Authority

Dear Mr. Dreux:

Let this correspondence serve as your authority to act on my behalf as President of Electricite De France International North America. Said authority shall include the power to make representations and warranties on behalf of Electricite de France International, North America; the power to legally enter into contracts on behalf of Electricite de France International, North America; and the power to incur expenses on behalf of Electricite de France International, North America.

Electricite De France
International North America

By: 
Christian Nadal, President

cc: F-Ponasse, EDF Americas



23 JUL. 2004 11:49

SU NOMBRE : EDF AMERICAS
SU NUMERO DE TELEFONO : 54 11 41 32 85 61

Nº	OTRO FACSIMIL	HORA INICIO	DURACION	MODO	PAGINAS	RESULTADO
01	9*0033140421794	23 JUL. 11:48	01'18	ENVIO	04	ACEPTAR

PARA DESACTIVAR EL INFORME, PULSE 'MENU' #04 FIJAR.
A CONTINUACION, SELECCIONE OFF UTILIZANDO EL 'DIAL GIRATORIO'.

EDF 001042

ATTACHMENT 6

In the U.S. District Court
For the District of Columbia

-----x

Catherine Gaujacq :
: NO. 1:05CV0969

v. :
:

Electricite de France :
International, North :
America, et al :
-----x

March 17, 2006

DEPOSITION OF:

Catherine Gaujacq (Cont'd)

a witness, called by counsel pursuant to notice,
commencing at 8:41 a.m., which was taken at 11260
Roger Bacon Drive, Reston, VA

1 will have to answer questions, correct?

2 A. Yes.

3 Q. That's the substance of what he told you?

4 A. Yes. I want you to be aware of this
5 because he had no reason to call me.

6 MS. BREDEHOFT: Are you just about
7 ready for the break?

8 MS. HOGUET: Yes. Can I just finish
9 this topic? It should take three minutes.

10 MS. BREDEHOFT: Sure.

11 BY MS. HOGUET:

12 Q. Exhibit 66 is in front of you.

13 (Whereupon the proffered item was
14 marked as exhibit number 66.)

15 Q. Exhibit 66 is an e-mail with Bates numbers
16 from Ms. Gaujacq's production 731 and 732. It's an
17 e-mail dated July 25 from herself to Mr. Creuzet,
18 Mr. LaRoche and Mr. Ponasso. Did you send this
19 e-mail to these gentlemen?

20 A. Yes, I did.

21 Q. In this e-mail you say: As we agreed, I

1 will postpone my decision to file a claim until we
2 speak further on Monday as to the steps to be taken
3 to resolve the current situation.

4 Is that something that you had agreed with
5 them or with any of them?

6 A. Yes. They had asked me not to file a
7 claim and I did agree not to.

8 Q. Then you said --

9 A. Until, you know, Monday.

10 Q. Then you said what you wanted, correct?

11 A. Yes.

12 Q. What you wanted was, first, that Creuzet
13 and LaRoche sign your three year expatriation
14 contract, correct?

15 A. Yes.

16 Q. And that contract would have to state that
17 there be no direct reporting relationship with
18 Mr. Nadal, correct?

19 A. Yes.

20 Q. And also on the second bullet point the
21 top of the second page you ask that the parent

1 company, EDF, sign your new mission letter, the
2 original of which was dated May 12. That is the
3 document that you sent in May to Mr. Creuzet that we
4 marked as an exhibit earlier, correct? Lescoeur,
5 I'm sorry.

6 A. Excuse me.

7 Q. You said the May 12 proposed mission was
8 sent to Mr. Lescoeur in May, correct?

9 A. And Mr. Creuzet, LaRoche and all of them.

10 Q. You were asking for EDF to sign the three
11 year contract and the mission letter that you
12 proposed to them and those were your requirements
13 that would have to be met to prevent you from filing
14 a claim against Mr. Nadal, correct?

15 A. That's correct.

16 Q. The next one then -- I'm almost done. I'm
17 putting in front of you exhibit 67.

18 (Whereupon the proffered item was
19 marked as exhibit number 67.)

20 Q. Are these notes, exhibit 67 is Bates
21 numbered 600 and 601 from your production,